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Matteo A. Russo
September 14, 2005

North American Specialty Insurance Company
vs. Mary & Josephine Corp., et al.

Document 25-6 Filed 01/18/2006 Page 2 of 9

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
CIVIL ACTION NO. 04-10374-WGY

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY, Plaintiff,

MATTEO RUSSO, Defendants.

vs.

MARY & JOSEPHINE CORP. and

MATTEO RUSSO, Defendants.

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MATTEO RUSSO, Defendants.

APPEARANCES:

LEONARD W. LANGER, ESQUIRE
TOMPKINS, CLOUGH, HIRSHON & LANGER, P.A.
Three Canal Plaza
P.O. Box 5060
Portland, Maine 04112-5060
(207) 874-6700
for the Plaintiff

RICHARD H. PETTINELL, ESQUIRE
77 North Washington Street, Second Floor
Boston, Massachusetts 02114
(617) 778-0890
for the Defendant, Mary & Josephine Corp.

JOSEPH G. ABRAMOVITZ, ESQUIRE
THE LAW OFFICES OF JOSEPH G.
ABRAMOVITZ, P.C.
858 Washington Street
Dedham, Massachusetts 02026
(781) 329-1080
for the Defendant, Matteo Russo

DUNN & GOUDEAU COURT REPORTING SERVICE, INC.
Boston, Massachusetts 02109
Telephone (617) 742-6900

PROCEEDINGS
(Notice of Taking Deposition of Mary &
Josephine Corp. marked as Russo Exhibit
No. 1.)

(Notice of Taking Deposition of Matteo
Russo marked as Russo Exhibit No. 2.)

MATTEO A. RUSSO, a witness called
for examination by counsel for the Plaintiff,
having been satisfactorily identified by the
production of his driver's license and having
been duly sworn, testified as follows:

BY MR. LANGER: DIRECT EXAMINATION

Q. Good morning, Mr. Russo. My name is Leonard
Langer. I represent North American Specialty
Insurance Company in an action currently
pending in Federal Court in Boston. As I
understand it, you are appearing here today
both in your individual capacity and as the
30(b)(6) designee for Mary & Josephine
Corporation; is that correct?

A. Yes.

Q. Okay. For the record, I have marked the two

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1 notices of deposition, one for you
 2 individually, which is Exhibit 2, and the
 3 30(b)(6) for Mary & Josephine, which is Exhibit
 4 No. 1. And there are 13 categories or areas I
 5 was going to ask questions in. And I
 6 understand you've been designated by Mary &
 7 Josephine to answer all of those questions?
 8 A. Yes.
 9 Q. Okay. Could you please state your full name
 10 and address?
 11 A. Matteo Angelo Russo. My address is 7 Derby
 12 Street, Gloucester, Mass. 01930.
 13 Q. Have you ever been deposed before, Mr. Russo?
 14 A. Yes.
 15 Q. Okay. How many times have you been deposed?
 16 A. Once.
 17 Q. When was that?
 18 A. I don't remember.
 19 MR. PETTINGELL: Off the record for a
 20 second.
 21 (A brief discussion was held off the
 22 record.)
 23 Q. Was the deposition within the last year?
 24 A. Yes.

1 Q. And what was the nature of the matter that you
 2 were being deposed in?
 3 A. About this claim.
 4 Q. So about the injury you sustained in December
 5 of 2003?
 6 A. Yes.
 7 Q. And was Mr. Abromovitz with you during that
 8 deposition?
 9 A. Yes.
 10 Q. Just as far as guidelines go, I'm going to ask
 11 you a series of questions this morning. If you
 12 don't understand my question, please let me
 13 know. I'll try and rephrase it so you do
 14 understand it. Please wait until I finish my
 15 question before you answer it, 'cause it's
 16 difficult for the court reporter to take down
 17 two or three or four of us all talking at the
 18 same time.
 19 If either Mr. Pettingell or Mr. Abromovitz
 20 object to a question, please wait till they
 21 finish their objection and then answer the
 22 question. Please try and answer all the
 23 questions verbally rather than with a shake of
 24 your head. It's difficult for her to write

1 down shake of the head. If, at any time, you
 2 want to take a break, let me know; and we'll do
 3 the best to accommodate you. Do you understand
 4 those guidelines?
 5 A. Yes. I do.
 6 Q. Are they satisfactory to you?
 7 A. Yes.
 8 Q. Okay. Is there any reason why the deposition
 9 shouldn't go forward this morning?
 10 A. No.
 11 MR. PETTINGELL: Excuse me. Have we got
 12 the stipulations ironed out?
 13 MR. ABROMOVITZ: Usual stipulations.
 14 Reserve the right to read and sign. All
 15 objections, except as to the form of the
 16 question, reserved until the time of trial.
 17 MR. LANGER: That's fine.
 18 MR. ABROMOVITZ: Sign within 30 days of
 19 receipt of the transcript. Do you need a
 20 notary, Len?
 21 MR. LANGER: Yes.
 22 MR. ABROMOVITZ: Okay. And the witness's
 23 deposition transcript to be notarized -- the
 24 signature --

1 MR. PETTINGELL: Are you --
 2 MR. ABROMOVITZ: -- to be notarized.
 3 MR. PETTINGELL: I'm sorry. Are you
 4 planning on bifurcating your deposition in some
 5 way so you get two transcripts? Or is just one
 6 transcript going to do it?
 7 MR. LANGER: One transcript is fine with
 8 me.
 9 MR. PETTINGELL: Fine.
 10 MR. LANGER: I don't see --
 11 MR. PETTINGELL: Okay.
 12 MR. LANGER: -- any need to do it.
 13 MR. PETTINGELL: I agree with you.
 14 MR. LANGER: Okay. I mean, if there were
 15 going to be more than one witness for Mary &
 16 Josephine, I might. But --
 17 MR. PETTINGELL: Okay.
 18 MR. LANGER: -- it's all one witness.
 19 MR. PETTINGELL: Reading and signing,
 20 obviously, is agreeable with me. I was going
 21 to ask for that.
 22 MR. LANGER: Okay. So he'll read and sign
 23 both individually and on behalf of Mary &
 24 Josephine Corp.?

Matteo A. Russo
September 14, 2005

North American Specialty Insurance Company
vs. Mary & Josephine Corp., et al.

1	about the testimony you were going to give here	13	what boats have you fished on since you got out
2	today?	2	of high school?
3	A. No.	3	A. I fished on the Mary & Josephine, Damariscotta,
4	Q. Briefly describe for me your educational	4	and the Josephine.
5	background, Mr. Russo.	5	Q. Now, as I understand it, the fishing vessel
6	A. Twelve years of school.	6	Mary & Josephine is owned by a corporation
7	Q. Did you graduate from high school?	7	called Mary & Josephine Corporation?
8	A. Yes.	8	A. Yes.
9	Q. Where was that?	9	Q. Does Mary & Josephine Corporation also own the
10	A. Gloucester High School.	10	fishing vessel Josephine?
11	Q. And when was that?	11	A. No.
12	A. 1990.	12	Q. Who owns the fishing vessel Josephine?
13	Q. Okay. And how -- what's your date of birth?	13	A. F/V Josephine, Inc.
14	A. April 29th, 1972.	14	Q. Okay. And who owns the fishing vessel
15	Q. And your Social Security number?	15	Damariscotta?
16	A. 026-62-9394.	16	A. S & M Fisheries, Inc.
17	Q. Okay. Have you had any formal education of any	17	Q. Who owns the stock in Mary & Josephine
18	sort since graduating from high school in 1990?	18	Corporation?
19	A. No.	19	A. My father.
20	Q. Describe for me your work history since you	20	Q. Okay. Has that always been the case from the
21	started working for a living or even before	21	time the corporation was formed?
22	that, if you can recall.	22	A. I believe so.
23	A. When I was nine, I went fishing with my father	23	Q. Okay. Now, your father is Salvatore Russo?
24	during the summers. At thirteen, I fished	24	A. Yes.
1	summers and weekends and school vacations.	14	1. Q. For F/V Josephine Corp., who owns the stock in
2	Q. Also with your father?	2	that company?
3	A. Also with my father. Graduated high school	3	A. My father and I.
4	went full-time fishing with my father, went to	4	Q. Okay. What percentage does your father own,
5	Alaska for two summers. Years, I don't recall	5	and what percent do you own?
6	which years.	6	A. My father owns 60, and I own 40.
7	Q. Okay. Was it shortly after you got out of high	7	Q. And for S & M Fisheries, Inc., who owns that
8	school or sometime after that?	8	corporation?
9	A. Went to Alaska.	9	A. S & M Fisheries, Inc., who owns the stock?
10	Q. Right.	10	Q. Yes.
11	A. It was one or two years after I got out of high	11	A. It's my father and I. And it's 50/50.
12	school.	12	Q. Has that always been the case since the
13	Q. Okay.	13	corporations were formed?
14	A. I went to Alaska for the summer, for the	14	A. Yes.
15	summer, for two summers.	15	Q. Do you know when Mary & Josephine Corporation
16	Q. Is it fair to say you've been a full-time	16	was first formed?
17	commercial fisherman, at least, since you got	17	A. No.
18	out of high school?	18	Q. Okay. As long as you know, it's been around?
19	A. Yes.	19	A. Yes.
20	Q. Have you done any other type of work other than	20	Q. Okay. What about the fishing vessel Josephine
21	commercial fishing?	21	Corp., do you know when that was formed?
22	A. No.	22	A. 1996.
23	Q. Have you always fished on -- well, strike that.	23	Q. Is that when the fishing vessel Josephine was
24	Other than the two summers you were in Alaska,	24	acquired by the company?

Matteo A. Russo
September 14, 2005North American Specialty Insurance Company
vs. Mary & Josephine Corp., et al.

1 Josephine on port risk for that period of time?
 2 A. We were fishing -- my father and I were fishing
 3 the Josephine during the summer.
 4 Q. And you didn't want to pay the premium for
 5 coverage you didn't need; is that fair?
 6 A. Correct.
 7 Q. And so while it was on port risk, you weren't
 8 buying any P&I coverage to protect the crew
 9 'cause there was no crew; is that correct?
 10 MR. ARROMOVITZ: Objection.
 11 MR. PETTINGELL: Objection.
 12 Q. Is that correct?
 13 A. Repeat that again.
 14 Q. Sure. During the time that the Josephine was
 15 tied up on port risk, she didn't have any crew?
 16 A. She did not have any crew.
 17 Q. Okay. And would it be fair to say that you
 18 didn't want to pay the cost of buying insurance
 19 for the crew when there wasn't any crew?
 20 MR. PETTINGELL: Objection. You -- you're
 21 coming in with a different issue. I mean, I
 22 want to be fair, Len. You can explore this all
 23 you want. But it seems to me you're co -- you
 24 were talking about port risk. You're coming in

41

1 with a different issue, I think, without laying
 2 a sufficient foundation. Now you're talking
 3 about P&I coverage. I understand what your
 4 position is, and ours is a little different.
 5 MR. LANGER: Okay. I'd like him to answer
 6 the question.
 7 MR. PETTINGELL: Well, I'm going to --
 8 MR. LANGER: And I --
 9 MR. PETTINGELL: -- object --
 10 MR. LANGER: -- unders. -- I understand
 11 your objection.
 12 MR. PETTINGELL: I'm going to object to the
 13 form of the question. I think it's misleading.
 14 I think you can put it in -- you're the guy
 15 asking the questions. But I think it can be
 16 put a little more clearly and get what you
 17 want. I'm not instructing him not to answer.
 18 MR. LANGER: That's good. 'Cause I
 19 understand, in this district, you can't do
 20 that.
 21 Q. Mr. Russo, I'll -- I'll ask it a little
 22 differently, see if I can satisfy
 23 Mr. Pettingell. When you put a boat on port
 24 risk coverage, requested that Blackadar put the

1 Mary & Josephine on the port risk coverage from
 2 early summer until late fall, what was your
 3 understanding of the types of coverage that you
 4 would get during that time period?
 5 A. Through Blackadar?
 6 Q. Yes.
 7 A. That the boat was on port risk. We never
 8 talked about deleting crew coverage through
 9 Blackadar. They had a -- a seasonal type
 10 credit through Blackadar.
 11 Q. They had a seasonal credit?
 12 A. Correct.
 13 Q. Did you understand that you were getting money
 14 back for both the P&I premium that you paid and
 15 the hull premium that you paid during the
 16 period it was on port risk?
 17 A. Yes.
 18 Q. Did you ever find out what you got back for
 19 hull and what you got back for P&I?
 20 A. No.
 21 Q. Did you ever ask?
 22 A. Don't remember.
 23 Q. Were you curious as to why you were getting
 24 back whatever it was? Or did you just rely on

42

43

1 Blackadar for properly calculating the return
 2 premium?
 3 A. I don't remember.
 4 Q. Now -- but you thought you were getting back
 5 some money relating to the P&I coverage?
 6 A. Yes.
 7 Q. Now, did you believe that while the vessel was
 8 on port risk from early summer till late fall
 9 that there was coverage for the crew on the
 10 Mary & Josephine?
 11 A. Yes.
 12 Q. What sort of coverage did you think there was?
 13 A. If someone got hurt, they would be covered.
 14 Q. Did you ever ask anybody at Blackadar what was
 15 covered or what wasn't covered while you were
 16 getting money back on the P&I premium?
 17 A. I don't remember.
 18 Q. Did you think that there were -- well, let me
 19 strike that. I think you told me earlier you
 20 couldn't recall the number of crewmen that were
 21 covered on the Mary & Josephine while it was
 22 insured with Blackadar; is that correct?
 23 A. That's correct. Yes.
 24 Q. Did you believe that the entire crew

Matteo A. Russo
September 14, 2005

North American Specialty Insurance Company
vs. Mary & Josephine Corp., et al.

1 complement, whatever it was, was covered while
2 the vessel was on port risk --
3 A. Yes.
4 Q. ... or only some of them?
5 A. Entire crew.
6 Q. Would that -- if, in fact, the vessel was not
7 fishing during that time period, why did Mary &
8 Josephine Corporation want to continue covering
9 or providing P&I coverage for the crew?
10 A. Why would it require?
11 Q. No. Why did Mary & Josephine Corp. want to
12 provide P&I coverage for the crew, the whole
13 crew, during the time when the vessel wasn't
14 fishing and, therefore, had no crew?
15 A. I said it would require -- well, one reason
16 would be that, where we tie up at the state
17 pier, they require coverage. And, two, if you
18 need to do work on the boat, you would like to
19 be covered.
20 Q. Is it your testimony that the state pier in
21 Gloucester requires that the vessel carry crew
22 P&I coverage?
23 A. Yes.
24 Q. Would the entire crew be doing work on the

45
1 vessel while it was on port risk?
2 A. If it had a crew, yes.
3 Q. It didn't have a crew, did it? The crew was
4 fishing somewhere else; is that correct?
5 A. Yes.
6 Q. Now, you said that the Mary & Josephine was on
7 port risk from early summer to late fall while
8 you and your father were fishing on the
9 Josephine; is that correct?
10 A. Repeat that again.
11 Q. Sure. While the Mary & Josephine was on port
12 risk from early summer to late fall, you and
13 your father were fishing on the Josephine?
14 A. Correct.
15 Q. Okay. And there may have been another crewman
16 from time to time on the Josephine as well?
17 A. Correct.
18 Q. At some point, did the Josephine get tied up so
19 that you and your father could return to
20 fishing on the Mary & Josephine?
21 A. Yes.
22 Q. And was that sort of from November or December
23 through the winter, back to the beginning of
24 the summer again?

46
1 A. Which year?
2 Q. Well, while you were being insured through
3 Blackadar.
4 A. Every year was different.
5 Q. Okay. So was there a period of time when both
6 the Mary & Josephine and the Josephine were
7 placed on port risk?
8 A. No.
9 Q. While the -- while you were insured with
10 Blackadar, would the Josephine be put on port
11 risk when the Mary & Josephine came off port
12 risk?
13 A. Correct.
14 Q. Okay. Is it the practice on -- on the Mary &
15 Josephine that deck hands or crew members are
16 expected to do gear work on the vessel from
17 time to time?
18 A. Yes.
19 Q. And did they do gear work on the vessel both at
20 sea and while it's tied up in between trips?
21 A. Yes.
22 Q. If the Mary & Josephine were on port risk when
23 it didn't have a fishing crew, how would you
24 compensate people that were working on the

47
1 boat, if they were?
2 A. I would hire outside help.
3 Q. Okay. Was your understanding of port risk
4 coverage for the Josephine the -- the same as
5 you've described to me for the Mary &
6 Josephine?
7 A. Yes.
8 Q. So while it was on port risk, you would get
9 credit for a reduction in premium on both the
10 P&I and the hull?
11 A. Yes.
12 Q. What's your -- we talked about putting it on
13 port risk coverage. What's your understanding
14 of the term "port risk"?

15 A. I was told that port risk is something that I
16 could do when the boat was tied to the dock and
17 not fishing.
18 Q. Who told you that?
19 A. Blackadar told me, and Bob McVey had told me
20 the same.
21 Q. Okay. Did they tell you any more other than it
22 was just some type of coverage you could get
23 when the boat was tied to the dock and not
24 fishing?

Matteo A. Russo
September 14, 2005North American Specialty Insurance Company
vs. Mary & Josephine Corp., et al.

51

1 A. No. They didn't.
 2 Q. They didn't tell you anything about -- yeah,
 3 you got to speak up. They didn't tell you
 4 anything about what port risk covered or what
 5 it didn't cover?
 6 A. No.
 7 MR. PETTINGELL: Matt, you're swallowing
 8 your words. Speak up a little bit.
 9 A. No.
 10 THE WITNESS: Sorry.
 11 Q. Did anybody ever tell you how the premium was
 12 being calculated to return to the vessel's
 13 owner --
 14 MR. PETTINGELL: While?
 15 Q. -- while it was on port risk?
 16 MR. PETTINGELL: 0 -- okay. I'm -- we are
 17 talking Blackadar, and then I heard Bob McVey
 18 come in. We've had testimony that, at
 19 different times, the boat was insured with OMI.
 20 So I'm going to ask that you specify at what
 21 point in time.
 22 MR. LANGER: I'm asking if anybody ever
 23 told him how the premiums were calculated.
 24 A. No.

1 Q. In the summer -- let me back up a minute.
 2 Strike that. Did you ever file a claim -- let
 3 me strike that again. Did Mary & Josephine
 4 Corp. ever file a claim against the insurance,
 5 while it was insured with Blackadar, through
 6 Blackadar and while the vessel was on port
 7 risk?
 8 A. No.
 9 Q. Did Fly Josephine, Inc., ever file a claim for
 10 an incident or incidents involving the fishing
 11 vessel Josephine while it was on port risk
 12 through Blackadar?
 13 A. Could you repeat the question before? Could
 14 you repeat that again?
 15 Q. Sure.
 16 A. I'm sorry.
 17 Q. While the Mary & Josephine was insured through
 18 Blackadar --
 19 A. Through Blackadar. Okay.
 20 Q. -- was there ever a claim filed arising out of
 21 some incident that occurred while the vessel
 22 was on port risk?
 23 A. No.
 24 Q. Okay. Were there any claims filed when it was

1 operational?
 2 A. Through Blackadar?
 3 Q. Yes.
 4 A. Yes. One.
 5 Q. Okay. What type of claim was that?
 6 A. A broken finger.
 7 Q. And who had the broken finger?
 8 A. Danny Balvo.
 9 Q. B-a-l-v-o?
 10 A. Yeah.
 11 Q. Close enough. Huh?
 12 A. Yeah. Your guess is as good as mine.
 13 MR. PETTINGELL: Plus enough for government
 14 work.
 15 Q. Any other claims while the vessel was insured
 16 with Blackadar?
 17 A. No.
 18 Q. What about the Josephine, were there ever any
 19 claims filed while the vessel was insured with
 20 Blackadar?
 21 A. No.
 22 Q. Sometime in the summer of 2001, you
 23 called Bob McVey; is that correct?
 24 A. Is that the first year that we signed on? Yes.

1 Q. Okay. Why did you call Mr. McVey?
 2 A. To get a quote on insurance for the vessels.
 3 Q. Why were you looking for a different quote?
 4 A. Ocean -- Bia -- I believe Blackadar was going
 5 to eliminate offshore vessels insurance. Yeah.
 6 No insurance on offshore vessels.
 7 Q. So, at some point, did they tell you that they
 8 weren't going to renew your coverage?
 9 A. Just one boat, the Mary & Josephine. Yes.
 10 Q. But they were going to renew the Josephine?
 11 A. Yes.
 12 Q. And so did you call people other than
 13 Mr. McVey, or did you just call Mr. McVey?
 14 A. I just called McVey.
 15 Q. And why did you call Mr. McVey?
 16 A. I was told that they were a good company --
 17 Q. Who told you --
 18 A. -- from a friend of mine.
 19 Q. Who told you that?
 20 A. Tommy Williams.
 21 Q. Does he own a vessel?
 22 A. Yes.
 23 Q. What's the name of his vessel?
 24 A. It's in Point Judith. I can't think of it off

A. Russo
ber 14, 2005

North American Specialty Insurance Company
vs. Mary & Josephine Corp., et al.

show up or had time off?

A. Yes.

Q. During the period from the summer of 2001 to the present, did either Salvatore, Jr. or Gerald own their own boats?

A. Yes.

Q. Okay. And can you tell me which one or both and the names of their boats?

A. Salvatore owned the -- Salvatore owned a boat. I'm not even sure of its name. He did own a boat. I can't remember the name of the boat. I'm sorry.

A. Okay. Did -- did he own it for the whole time, from the summer of 2001 up till now, or just part of that time?

A. The question before this one, okay, could you repeat that again? I'm sorry to do that.

Q. I think it was a question of what the name of the boat was and what period of time he owned it.

MR. PETTINGELL: Well, why don't we double-check?

MR. LANGER: You can -- why don't you read it back.

62

{Questions and Answers read back.}

A. Okay. Salvatore, 2001 to the present, owns a vessel called "Atlantic Mistress."

Q. Okay.

A. And Gerry does not.

Q. No vessel?

A. No vessel.

Q. Okay. Is he a full-time fisherman on another vessel other -- you said he was a transient crewman on the Mary & Josephine. Does he fish full time on another vessel and then fill in?

A. Or does he do something else?

A. He fishes his vessel and then comes with me.

Q. I'm talking about Gerald.

A. Oh, Gerald, Gerald when?

Q. From the summer of 2001 until now.

A. Mary & Josephine?

Q. Okay.

A. No. Did he fish on the Mary & Josephine?

Q. Well, he -- you said earlier he was a transient crewman on the Mary & Josephine.

A. Yeah.

Q. What I'm just trying to figure out, is there some vessel that he fishes on full time and

61

then fills in when needed on the Mary & Josephine?

A. Yes. He fishes full time on the Josephine.

Q. Okay. And when the Josephine is on -- is tied

up on port risk and not fishing, where does he

fish, if he does? Maybe he doesn't fish. I

don't know.

A. When he wants to, he comes fishing with us on the Mary & Josephine.

Q. Okay. I think I understand.

MR. PETTINGELL: Off the record.

(A brief discussion was held off the record.)

Q. And Sal, Jr. fishes his own boat and then fills

in from time to time on the Mary & Josephine?

A. Correct.

Q. And on the Josephine from time to time?

A. Correct.

Q. Do you know whether the Atlantic Mistress, during the period -- summer of 2001 until now,

was insured through Ocean Marine?

A. Yes. It was.

Q. Is it still insured with Ocean Marine?

A. No.

64

Q. Who -- who insures it now, if you know?

A. I don't know.

Q. Okay. Do you know when it was insured with Ocean Marine?

A. I don't know.

MR. PETTINGELL: Are you okay?

THE WITNESS: Yeah. Thanks for asking.

Q. Were you always the contact with Ocean --

MR. ABRAMOVITZ: Okay. Can we take a quick break?

MR. LANGER: We'll take a five-minute break.

(Brief recess taken.)

BY MR. LANGER:

Q. Were you always the contact on behalf of Mary &

Josephine Corp. and the fishing vessel Josephine, Inc., with Ocean Marine Insurance Agency?

A. Yes.

Q. To your knowledge, did your father or mother ever speak to anybody at Ocean Marine at any time?

A. At any time? Yes. After I got hurt.

Q. Okay. Let me back up then. And we'll -- we'll

63

Matteo A. Russo
September 14, 2005

North American Specialty Insurance Company
vs. Mary & Josephine Corp., et al.

1 Q. Now, during the time from Augu- -- excuse me --
2 May 15th when the boat stopped fishing up until
3 the day you called on August 3rd -- excuse
4 me -- October 3rd, did the -- was there a crew
5 on board the vessel, the Mary & Josephine?
6 A. From May?
7 Q. From May 15th to October 3rd when you called.
8 A. Was the boat fishing?
9 Q. Well, you already said it wasn't fishing; and
10 that's why you wanted a return premium based on
11 a port risk coverage.
12 A. Correct.
13 Q. And what I'm asking you is, were there any crew
14 members of the vessel during that time period
15 May 15th to October 3rd?
16 MR. ABROMOVITZ: Any of the days during
17 that time period?
18 Q. Any days during that time period.
19 MR. PETTINGELL: Of '03?
20 MR. LANGER: Correct.
21 A. There was -- there was a crew that I had.
22 There were people that I had that were on my
23 other two boats, fishing. They were waiting to
24 go back onto the Mary & Josephine.

117
1 Q. My question was, during the period from May 15th
2 of '03 to October 3rd of '03, was there a crew
3 on the Mary & Josephine?
4 A. Not physically on the Mary & Josephine. They
5 were ready to go when the Mary & Josephine was
6 ready to go.
7 Q. Okay. But you told Ocean Marine that it wasn't
8 fishing, and it wouldn't be fishing for some
9 time?
10 A. That's correct.
11 Q. Okay. So was there a crew that was being paid
12 to either stand by on the Mary & Josephine
13 or -- or do work on the Josephine during that
14 period from May 15th to October 3rd?
15 A. There was a crew that was working.
16 Q. Okay. Who was the crew, and what work were
17 they doing during the period May 15th --
18 A. Myself.
19 Q. Okay.
20 A. Charles Reed, my father. I think, Ricky
21 Marshall. That's all I can remember.
22 Q. Okay. And what were they doing, you and they
23 doing, on the Mary & Josephine from May 15th to
24 October 3rd of 2003?

118
1 Q. Now, from October 3rd of 2003, when you talked
2 to Mr. McVey, up until the time of your
3 accident, did you have any other conversations
4 with Mr. McVey about either the Josephine or
5 the Mary & Josephine?
6 A. I don't remember.
7 Q. Do you remember having any conversations with
8 anybody else at Ocean Marine during that time
9 period about either the Josephine or the Mary &
10 Josephine?
11 A. No.
12 Q. Do you remember having any conversations with
13 anybody at Sunderland during that time period
14 regarding either vessel?
15 A. Hold on. Could you go back two questions and
16 give me the dates again? I'm sorry.
17 Q. From October 3rd --
18 A. Yes.
19 Q. -- we're deal -- we're dealing with the period
20 from the day you talked to Bob McVey and --
21 A. The day --
22 Q. -- Ms. Houde --
23 A. -- I got hurt?
24 Q. -- to the day you got hurt, did you have any
conversations with anybody at Ocean Marine?
A. No.
Q. Did you have any conversations with anybody at
Sunderland?
A. No.
Q. Did you have any conversations during that time
period with anybody at North American